



7-3541072

DEC 20 1977

DEC 27 1977

St. Louis-San Francisco Railway Company

906 Olive Street — St. Louis, Missouri 63101 — (314) 241-7800

I. C. C.
FEE ONLY
Donald E. Engle
Vice President and General Counsel

RECORDATION NO. 8824-14 Filed & Recorded

DEC 20 1977-1 20 PM 88476-C(97)

INTERSTATE COMMERCE COMMISSION

Amendment Agreement dated as of October 15, 1977, among St. Louis-San Francisco Railway Company, North American Car Corporation and Metropolitan Life Insurance Company, Assignee to Conditional Sale Agreement (No. 97) dated as of April 1, 1977 and Related Agreement and Assignment

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Pursuant to Section 20c of the Interstate Commerce Act and to the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation the above-mentioned Amendment Agreement to Conditional Sale Agreement (No. 97) dated as of April 1, 1977.

Set out below are the names and addresses of the parties to the transaction:

Vendor:	North American Car Corporation 222 South Riverside Plaza Chicago, Illinois 60606
Assignee of Vendor:	Metropolitan Life Insurance Company One Madison Avenue New York, New York 10010
Vendee:	St. Louis-San Francisco Railway Company 3253 East Trafficway Springfield, Missouri 65802

Conditional Sale Agreement (No. 97) and the related Agreement and Assignment were filed and recorded as one document with

James H. Perkins
C. D. [Signature]
cc to 8824

Mr. H. G. Homme, Jr.
Page Two

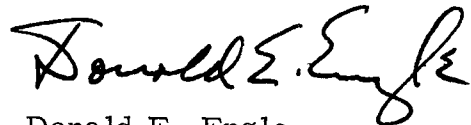
→ the Interstate Commerce Commission on May 16, 1977, at 2:25 P.M.,
and assigned Recordation No. 8824.

The equipment covered by the enclosed Amendment Agreement consists of three (3) 100-ton pressure differential covered hopper cars, bearing Road Nos. SLSF 81050-81052, both inclusive.

Also enclosed is this Company's check, in the amount of \$10.00, payable to the Interstate Commerce Commission, representing the recordation fee required by 49 CFR 1116.3.

Please stamp all counterparts of the enclosed instrument with your official recording stamp. You will wish to retain two copies for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



Donald E. Engle

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/20/77

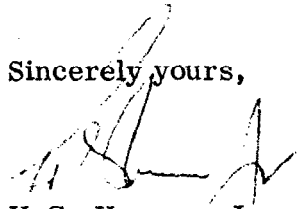
OFFICE OF THE SECRETARY

Donald E. Engle
St. Louis-San Francisco Railway Co.
906 Olive Street
St. Louis, Missouri 63101

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 12/20/77 at 1:30pm ,
and assigned recordation number(s) 8824-A

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 8824-A Filed & Recorded

DEC 20 1977-1 30 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AGREEMENT dated as of October 15, 1977, among ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation (hereinafter called the Railroad), NORTH AMERICAN CAR CORPORATION, a Delaware corporation (hereinafter called North American) and METROPOLITAN LIFE INSURANCE COMPANY (hereinafter called the Assignee).

WHEREAS the Railroad has heretofore entered into a Conditional Sale Agreement dated as of April 1, 1977 (hereinafter called Conditional Sale Agreement No. 97), with General Motors Corporation (Electro-Motive Division), General Electric Company, Greenville Steel Car Company, Paccar Inc., Portec, Inc. (Paragon Division), and Pullman Incorporated (Pullman Standard Division) (said six named corporations being hereinafter called the Original Builders) providing for the construction, conditional sale and delivery of the units of railroad equipment described in Schedule B thereto.

WHEREAS each Original Builder has heretofore assigned to the Assignee such Original Builder's right, title and interest in and to each unit of its Equipment (as defined in Conditional Sale Agreement No. 97) and Conditional Sale Agreement No. 97 pursuant to an Agreement and Assignment dated as of April 1, 1977 (hereinafter called the Assignment).

WHEREAS Conditional Sale Agreement No. 97 and the Assignment were filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on May 16, 1977, at 2:25 p.m., recordation number 8824.

WHEREAS the Railroad and North American desire to amend Conditional Sale Agreement No. 97 to provide for the conditional sale and delivery thereunder by North American to the Railroad of three 100-ton pressure differential covered hopper cars now owned by North American and constructed by Butler Manufacturing Company (such units of railroad equipment being hereinafter called the North American Equipment); and

WHEREAS North American desires to assign its right, title and interest in and to the North American Equipment and Conditional Sale Agreement No. 97 as hereby amended;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. North American hereby agrees to be a party to Conditional Sale Agreement No. 97 with the same effect as if its name had been set forth at the foot of said agreement and in Item 1 of Schedule A thereto, and the

terms "Vendor" and "Builder" as used in Conditional Sale Agreement No. 97 shall include North American as more particularly set forth in Article 1 of Conditional Sale Agreement No. 97; provided, however, that North American shall be deemed to be the Builder with respect to the Equipment constructed by Butler Manufacturing Company and being sold by North American.

2. The term Equipment as used in Conditional Sale Agreement No. 97 shall be deemed to include the North American Equipment and the term Conditional Sale Indebtedness as used in Conditional Sale Agreement No. 97 shall be deemed to include the conditional sale indebtedness in respect of the North American Equipment.

3. Notwithstanding the foregoing it is understood that North American has not constructed the units of Equipment to be sold by it under Conditional Sale Agreement No. 97 and the following provisions of Conditional Sale Agreement No. 97 shall not be applicable to North American or the North American Equipment:

(a) the words "shall construct the units of Equipment to be constructed by it as described in Schedule B hereto (such units of Equipment with respect to such Builder being hereinafter called its Equipment) and" appearing in the first sentence of Article 2;

(b) the words "During construction," in the first sentence of the fourth paragraph of Article 3;

(c) the second sentence of the fourth paragraph of Article 3.

4. Item 1 of Schedule A to Conditional Sale Agreement No. 97 is hereby amended by adding thereto an additional subparagraph (g) reading as follows:

"(g) North American Car Corporation, a Delaware corporation, 222 South Riverside Plaza, Chicago, Illinois 60606."

5. Item 3 of Schedule A to Conditional Sale Agreement No. 97 is hereby amended by adding thereto an additional subparagraph (g) reading as follows:

"(g) North American Car Corporation (hereinafter in this Schedule A called North American) warrants that its Equipment has been or is being built in accordance with the Specifications and the standards and requirements set forth in Article 2 of this Agreement and warrants its Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Railroad and not manufactured by North American) and workmanship under normal use and service, North American's obligation under this Item 3(g) being limited to making good at its plant or at the plant of the builder of its Equipment any part or parts of any unit of its Equipment which shall, within one year after the delivery of such unit to the Railroad, be returned to North American or such builder with transportation charges prepaid and which North American's or such builder's examination shall disclose to its satisfaction to have been thus defective.

"The foregoing warranty of North American is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and of all other

obligations or liabilities on the part of North American, except for its obligations under Articles 2, 3, 4 and 14 of this Agreement, and North American neither assumes nor authorizes any person to assume for it any other liability in connection with the construction and delivery of the Equipment, except as aforesaid. It is further understood that in no event shall North American be liable for indirect or consequential damages of any kind.

"North American further agrees with the Railroad that neither the inspection as provided in Article 3 of this Agreement, nor any examination, nor the acceptance of any units of its Equipment as provided in said Article 3 shall be deemed a waiver or a modification by the Railroad of any of its rights under this Item 3(g)."

6. Item 4 of Schedule A to Conditional Sale Agreement No. 97 is hereby amended by adding thereto an additional subparagraph (g) reading as follows:

"(g) Except in case of designs, processes or combinations specified by the Railroad and not developed or purported to be developed by North American, and articles and materials specified by the Railroad and not manufactured by North American, North American agrees to indemnify, protect and hold harmless the Railroad from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Railroad because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, process, combination, article or material infringing or claimed to infringe on any patent or other right. The Railroad likewise will indemnify, protect and hold harmless North American from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against North American because of the use in or about the construction or operation of the Equipment, or any unit thereof, of any design, process or combination specified by the Railroad and not developed or purported to be developed by North American or the builder of its Equipment, or article or material specified by the Railroad

and not manufactured by North American or the builder of its Equipment, which infringes or is claimed to infringe on any patent or other right. North American agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to the Railroad every claim, right and cause of action which North American has or hereafter shall have against the originator or seller or sellers of any design, process, combination, article or material specified by the Railroad and used by North American in or about the construction or operation of the Equipment, or any unit thereof, on the ground that any such design, process, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right, and North American further agrees to execute and deliver to the Railroad all and every such further assurances as may be reasonably requested by it more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. The Railroad will give notice to North American of any claim known to the Railroad on the basis of which liability may be charged against North American hereunder."

7. Schedule B to Conditional Sale Agreement No. 97 is hereby amended and restated in its entirety as set forth in Exhibit 1 hereto.

8. North American hereby agrees to be a party to the Assignment with the same effect as if its name had been set forth at the foot thereof, and the terms "Builder" and "Equipment" as used in the Assignment shall be deemed to include North American and the North American Equipment, as the case may be. North American by its execution hereof hereby ratifies and confirms the assignments made by it in the Assignment as hereby amended.

9. The Railroad by its execution hereof hereby

acknowledges due notice of and consents to the assignment made by North American in the preceding paragraphs and, unless otherwise notified, agrees to make payments in respect of the North American Equipment under Conditional Sale Agreement No. 97 by bank wire transfer to the Assignee's Account No. 002-1-039565 The Chase Manhattan Bank, N.A., Metropolitan Branch, 33 East 23rd Street, New York, New York 10010.

10. The rights and obligations of the Original Builders and North American under Conditional Sale Agreement No. 97 and the Assignment, in each case as originally executed and as hereby amended are several in accordance with their interests and not joint.

11. Except as hereby amended Conditional Sale Agreement No. 97 and the Assignment shall remain in full force and effect.

12. The Railroad will cause this Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

13. This Agreement may be executed in several counterparts, all such counterparts nevertheless together constituting but one and the same contract. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof

by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

NORTH AMERICAN CAR CORPORATION,

by *John H. Jones*
Vice President

[Corporate Seal]

Attest:

DAN O'Neil
Assistant Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,

by *Donald E. Engle*
Vice President

[Corporate Seal]

Attest:

Robert H. Hume
Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY,

by *William B. Buechler*
Vice President

by *James B. Buechler*
Vice President - Investment Counsel

[Corporate Seal]

Attest:

Daniel W. Allen
Assistant Secretary

DANIEL W. ALLEN

STATE OF ILLINOIS)

 : ss.:
COUNTY OF COOK)

On this 5th day of *December*, 1977, before me personally appeared *John H. Ruhel* to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Doris M. Helander
Notary Public

[Notarial Seal]

My Commission expires *5-6-78*

STATE OF MISSOURI)
 : ss.:
COUNTY OF St. LOUIS)

On this 14th day of Dec., 1977, before me personally
appeared Donald E. Engle
to me personally known, who, being by me duly sworn, says that
he is a Vice President of ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, that
said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

James J. Hanks
Notary Public

[Notarial Seal]

My Commission expires

June 30, 1980

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 19TH DAY OF DEC 1977, 1977, before me personally
appeared William J. Blanchfield and THOMAS B. BURCH,
to me personally known, who, being by me duly sworn, say that
they are Vice President and VICE-PRESIDENT - INVESTMENT COUNSEL,
of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals
affixed to the foregoing instrument is the corporate seal of
said corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors and they acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

William D. Honest
Notary Public

[NOTARIAL SEAL]

WILLIAM D. HONEST
NOTARY PUBLIC, State of New York
No. 31-4624475 Qual. in N. Y. County
Certificate filed in New York County
Commission Expires March 30, 1978

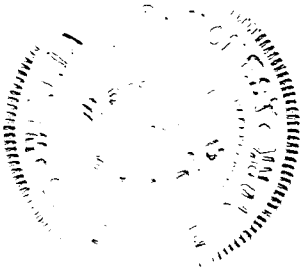


Exhibit 1

"SCHEDULE B

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers or Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
100-ton 4750 cu. ft. Hi Cube Covered Hoppers	Pullman Incorporated (Pullman Standard Division)	No. 3614, dated January 19, 1977	Butler, Pennsylvania	300	\$ 28,000	\$8,400,000	SL-SF 79800- 79999, both inclusive & SL-SF 81100- 81199, both inclusive	June-July 1977 at Builder's Plant
100-ton 3000 cu. ft. Covered Hoppers	Greenville Steel Car Company	L-2006, dated January 27, 1977	Greenville, Pennsylvania	200	25,000	5,000,000	SL-SF 78200- 78399, both inclusive	May-June 1977 at Builder's Plant
Auto Racks Enclosed	Portec, Inc. (Paragon Division)	P-6266	Novi, Michigan	120	30,000	3,600,000	SL-SF R-81-R-200, both inclusive	September- October 1977
70-ton 50' Insulated Box Cars	Paccar Inc	PC-497, dated December 10, 1976 (revision A of Decem- ber 29, 1976)	Renton, Washington	200	40,500	8,100,000	SL-SF 700100- 700299, both inclusive	August 1977 at Builder's Plant"

Exhibit 1-continued"SCHEDULE B

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Unit Base Price</u>	<u>Total Base Price</u>	<u>Road Numbers or Serial Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
1500 h.p. Model GP15-1 Diesel- Electric Locomotives	General Motors Corporation (Electro- Motive Division)	No. 8106-3, dated September 8, 1975	McCook, Illinois	25	409,600[1]	10,240,000[1]	100-124, both inclusive	August-September 1977 at Builder's Plant
3000 h.p. Model B30-7 Diesel- Electric Locomotives	General Electric Company	No. 3330-F	Erie, Pennsylvania	8	500,000[2]	4,000,000[2]	863-870, both inclusive	November 1977 at Builder's Plant
100-ton pressure differential covered hopper cars	[3]	No. 3000-2 dated October 31, 1975, latest amendment dated January 6, 1977	not appli- cable	3	43,500	130,500	SL-SF81050. 81052, both inclusive	November 1977 at Chicago Ridge, Illinois

1. Builder will allow \$49,600 per unit for trade in value of used equipment.

2. Builder will allow \$50,000 per unit for trade in value of used equipment.

[3.] Conditionally sold hereunder by North American Car Corporation; built by Butler Manufacturing Company."